Evidently He Is Not Anxions to Sustain His Party's Fee and Salary Law.

Points Made Against the Constitutionality of the Act by Judge Elliott Before Judge Brown, of the Circuit Court.

School Enumeration Trouble.

Left Provision for a Library-Interesting Ruling in a Mechanic's Lien Case-Offenders Before the Cadi.

FEE AND SALARY LAW.

Judge Elliott Argues Against It, While Smith Makes No Effort to Defend It. The case of the State of Indians ex rel. James W. Stout, Sheriff of Vigo county, against John O. Henderson, Auditor of State, was called for argument in the Circuit Court yesterday afternoon. The case is for a writ of mandate to compel the Auditor of State to issue to the sheriff warrants upon the State Treasurer for the amount claimed by him as mileage for transferring prisoners to the penitentiary south. It is the outcome of the meeting of various county officers from all over the State in this city during the last Legislature. It was at first intended to ask the Legislature to amend the law so as to remove the features which make it clearly unconstitutional. The county officers at their meeting last winter, however, denided that a better plan would be not to disturb the law, it being so palpably defective that it could not under any cirpumstances stand the test, and, after the adjournment of the Legislature, to bring suit to have the law declared invalid. Judge Elliott appears for the relator and

Attorney-general Smith for the State.

In his argument, yesterday afternoon, Judge Ethiott clearly showed the invalidity of the law in various phases. At the very outstart he quoted authorities to show that it was invalid from the nature of the subject upon which it was pretended to bear. "The subject of fees and salaries of county officers," said he, "is one upon which the Legislature is positively and peremptorily forbidden to enact a special law. Nothing is committed to the legis-lative judgment; the interdiction is unqualified and the prohibition absolute. There can be no question absolute.
There can be no question but that
the act of 1861 is special, and, if
it is, it is as unquestionably void.
That it is special is very clear for many
reasons. The county of Shelby is placed
upon a different footing from all other
counties, and as to some of the officers in this county the act of 1891 makes no provision whatever. The auditor, recorder and treasurer are omitted in the bill as enrolled, and the enrolled bill is conclusive as to the act of the Legislature. The enrolled bill, with its infirmity, is the only one that went to the Governor or could go to him. The Governor is a part of the law-making power and just as essential to the enactment of a law as either branch of the Legislature. and a bill which does not go to him can-not become a law. The provisions of the bill that were signed by the presiding officers of the Senate and liouse constitute the bill and all the bill."

After the question was raised upon the legality of the way in which the law as it pertained to Shelby county had been enacted by Secretary Matthews the Legislature of 1893 sought to relieve the law of the defect by passing an amendment. Judge Elliott quoted decisions showing that an unconstitutional law being absolutely void there was nothing for the Legislature of 1898 to amend. The act, he said, is special in that it operates in spots and not generally and uniformly throughout the State. It does not even operate generally in counties, but specially, I. e., it operates as the terms of officers expire. The uniformity of the law is completely broken; the citizens of one county pay fees under one system while the citizens of another county pay fees under another and different system. The systems are diverse throughout all counties of the State and in some instances in one and the same county different laws are in force if the act of 1891 has any vitality. To be valid a law must be general in its scope and uniform in its operation. Uniformity of operation is as essential as generality, and it is the operation and effect of a statute that determines the question of generality and unitormity, and not the form. A statute that cannot be reduced to a general rule, to operate in all parts of the State alike, is not a general law. The salaries are not and cannot be uniform, because they are made to depend upon the fees received. Another essential to uniformity is that an act must operate uniformly when it goes into effect. A law speaks from the time it goes into force. Under our Constitution there are two modes, and only two, in which a law can be put into force: by the declaring of an | not where contracted for in a separate smergency and by publication and circu- and distinct contract. The fence company lation in the counties of the State. Here excepted to the ruling and appealed to the there is an attempt to put a law into effeet by a third mode, and its force is suspended until the expiration of the terms of the officers then serving and until after the assembling of another Legislature.

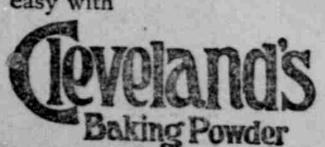
The act assumes to cover many subjects contrary to the inhibition in the Constitution that two subjects shall not be embraced in the same act. The act of 1891 assumes to legislate upon county, State and judicial officers, duties of officers, compensation, the swelling of county and State revenues, the fees and salaries that shall be paid, and all this within one law. There is no attempt to grade the compensation according to the population and services.

There is a bare, bald attempt to fix fees beyond the value of the services rendered so that revenue may be yielded. The fees are not intended to be according to the value of the services, nor are they so graded. The scheme of gradation is to make litigants and others pay more than the value of the Bervices, so that revenue may be increased. The scheme providing that fees shall be paid so that a surplus may remain is in direct antagonism to the command that the gradation shall be according to the necessary services required. Fees and salaries must be fixed upon a basis of population and services. If fixed upon that basis, it is utterly impossible to make a provision for a surplus for the benefit of any governmental organization. The last objection raised to the law by Judge Elliott was sis for grading fees of State officers, and hence the fees and salaries of State officers could not be embraced in an set grading the fees and salaries of county At the conclusion of the argument by

Judge Elliott, the Attorney-general showed an amiable disposition to adopt the state-

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anything that makes cooking easy. Baking is made



It always works and works well. Helps the cook out wonderfully. Keeps food moist and fresh, too.

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ments of the counsel for the relator as suitable for the defendant, and it seemed that he was a little bit anxious lest he should say something that would tend to main-tain the legality of the law, and his office would continue under its operation. He admitted the major portion of the argument for the relator, and said that he was not prepared to argue the case. Judge Brown intimated that he would like to hear argument on both sides, and that he intended to consider the questions involved as carefully as if his was the final decision, and not merely a stepping stone to carry the case to the Su-preme Court. When thus pressed "Neces-sity" agreed to submit authorities to the court as soon as he had time to investigate the question.

Fort Wayne Wins Her Point in the FORT WAYNE CARRIES HER POINT. Injunction Against the Superintendent of Public Instruction Dissolved.

> The injunction against the Superintendent of Public Instruction to prevent the apportionment as far as the Fort Wayne enumeration was concerned, was yesterday dissolved, with the understanding that the enumeration returned by the city of Fort Wayne would be accepted as the basis of apportionment. This gives Fort Wayne again the representation upon the State Board of Equcation, instead of Terre Haute. Accordingly John S. Irwin, superintendent of the schools of Fort Wayne, will become a member of the board instead of W. H. Wiley, of the Terre Haute schools. Fort Wayne receives its schoolmoney upon a basis of having 14,782 persons of school age, while Terre Haute only reports 14.641. The case has been appealed to the Supreme Court to decide whether the county superintendent is in any sense a judicial officer and has the right to reject an enumeration made by the city upon a suspicion of padded returns, and have an enumeration made by himself for use as his official report to the State Superintend-

The number of persons of school age in the State upon which the apportionment of money is made is 795,113, an increase from last year of over 18,000. The amount paid out for each person is \$1.75. The total amount distributed among the counties is \$1,397,665.67, and this leaves only about \$10,000 in the school funds of the State.

THOMAS M. REVEAL'S WILL,

Provision Made for a Free Library in Pike Township.

The will of Thomas M. Reveal was probated in open court yesterday. The testator gives to his widow his interest in the Hamilton county real estate, and also the fee simple of certain real estate situated in this county. The "home farm," also situated in Pike township, and which is one of the most valuable pieces of farm property in this county, he gives to his brother, W. O. Reveal, clerk of the Criminal Court, during his life, with remainder over to Pike township, provided that the property be sold by the executors and the proceeds expended in the establishment of a library as near the center of the township as possible, to be known as the "Thomas M.

Reveal Library." It is stipulated that the sum of \$500 shall be set aside and loaned at interest for the purpose of keeping the books in good condition and purchasing new ones. The !!brary and its finances are to be managed by the township trustee, assessor and jus-tice of the peace who are oldest in commission. The township is to provide a snitable brick building for the library and to employ a librarian. To guard against the possibility of waste it is provided in the will that the tenant for life shall keep the premises in repairs and paint the buildings thereon at least once every five years. W. O. Reveal and John V. Carter are named as executors, and in case of their death or refusal to act, Mathew J. Wagle and Lewis B. Wilson are named in their stead.

FENCE IS NOT A STRUCTURE,

Ruling of General Interest in a Mechanic's Lien Case by Acting Judge Winters. Acting Judge Winters yesterday morning made a roling in a mechanic's, lien case which will prove of interest to contractors generally, and fence contractors particularly. In the case of Willis P. Mains against Ritta M. Oliver and others to enforce a mechanic's lien, the Cleaveland Fence Company, one of the defendants, filed a cross complaint, seeking to enforce a lien upon a fence. The point was raised upon demurrer to the cross-complaint. Several months ago Judge Taylor in a case before him held that a walk was not a "structure" within the meaning of the statute and a lien could not be established for its construction. The demurrer of the Foster & Bennett Lumber Company to the tence company's cross complaint brought the question squarely before the court and he held that a fence was not a "structure" within the meaning of the statute and a hen could not attach. The court said that a hen must attach upon the whole of a structure if at all, and as it was often impossible that it could thus attach to a fence it was not subject to a lien. A fence is primarily intended to show the extent of a man's territory, and when it is a division fence is upon the property of neither owner, and hence the property of neither can be held. If the tence were contracted for in the general contract the lien would attach as an incidental, but could taken to the Supreme Court.

BEFORE THE CADL

Domestic Infectitry in the Bright Family-

Stabbing Affray Smoothed Over. The Bright family, consisting of father. mother and son, were in the Police Court vesterday morning, the father and son for assault and battery upon one another, and the mother for disturbing the peace. The evidence showed that the son had come home with 40 cents in his pocket and had given his father 10 cents with which to purchase some provisions for the house. While the father was away from the house he missed the balance of the money and accused his mother of taking it. He assaulted her, and when the father came in made an attack upon him, accusing of having taken the money. The boy had severely pummeled his father and the screams of the mother attracted a large crowd to their home, at No. 23 Springfield street. The whole family were arrested. In the Police Court the parents pleaded for their boy and said he was a good boy when not drunk. Judge Buskirk said that he had before had persons before him for assaulting one or the other of their parents but this was the first case where both parents had been assaulted. He was not inclined to show young Bright any mercy at all, but on account of the pleadings of the parents lightened the punishment somewhat and fined him \$1 and costs and sentenced him to six months

The cases against P. I. Smith and John Hilery, the former for drunkenness and the latter for assault and battery with intent to kill, were dismissed. Smith was stabbed by Hilery in front of a boarding house on Willow street Sunday. Both men testified that they had been and were warm friends, and that there was no intention on the part of Hilery to wound Smith. Jessie Johnson and Daisy Ewing were sent to the workbouse for thirty days and fined 85 each by the Cadi. Jessie Johnson. who is known as the "Bucktown pogiliet," and Daisy Ewing became involved in a quarrel which ended in a hair-pulling and "scrapping" match under no rules what-

Quigley. Wadley's Chattels. The death of Mrs. Wadley and the send-

ing of Charles Wadley to the penitentiary for a short term of years for causing her death was recalled in Justice Habich's court, yesterday morning, by a replevin anit filed by Susan B. Parker, an aunt of Wadley's, against Amanda Hoskinson, his mother-in-law. A short time before Wadley was sentenced to the penitentiary be executed a bill of sale for his bousehold goods to his aunt, including a number of articles that had been purchased by his wife from her individual funds, as well as several treasured keepsakes and heirinous. Mrs. Parker sought to take possession of ciscs. Miss Eliza E. Adams, Miss Julia

the goods, but Mrs. Hoskinson, in whose up, claiming that Wadley owed her money for board and room-rent, and had pledged the goods as security, but had been per-mitted to use them. Judgment was given for Mrs. Hoskinson.

Two Mortgages Filed. The D. E. Stone Furniture Company yesterday filed in the recorder's office a mortgage upon thirteen lots in Cooper & Pickens's addition, and their manufacturing plant, with machinery and stock, finished and in process of manufacture. The mortgage was given to secure the payment of a note for \$5,000, payable on demand, to Charles Cooper, with 7 per cent. interest. The Country Club yesterday filed for rec-ord a mortgage upon their clubhouse, grounds and furniture, for the sum of \$7,500. The mortgage is executed to C. E.

Coffin as trustee, to secure the payment of seventy-five bonds, for the sum of \$100 each, payable in three years. Will Take It to the Federal Court. The Citizens' Street-railroad Company yesterday afternoon filed a petition in the Circuit Court for the removal to the federal court of the suit against them by the City company. The bond presented to the court was the same as that in the petition for the removal of the suit against the company by the city. Judge Brown will hear argument from both sides Wednesday morning.

Supreme Court's Term. The Supreme Court met yesterday in the new term, and according to the custom in the Indiana court, organized with Judge Olds as chief justice, it having come his turn in rotation. There was much pleasare expressed that Judge Howard, who has been seriously ill, was able to be present and to hand down an opinion.

The Court Repord.

SUPREME COURT OPINIONS. 16276. L., N. A. & C. Railway Company vs. Jonathan Wright, Administrator. Orange C. C. Reversed. Coffey, J.-In a case where an administrator sues a railroad to recover damages for the death of an unmarried man over legal age it was reversible error to instruct the jury as the measure of damages that they should assess a sum of money equal to the amount the deceased would most probably have earned during the period of his life in which he would probably have earned money. 16265. Margaret Floyd vs. State ex rel. Morgan C. C. Affirmed. Olds, C. J.-A married woman cannot defeat a school fund mortgage on the ground that the

money was not paid over to her, but applied by the county auditor on her hus-10201. May B. Brown et al. vs. Robert T. Grepe, Marion S. C. Affirmed. Howard, J.-Where some heirs conveyed a portion of the ancestral land to one heir who went into exclusive possession, it being the pur-pose of the deed to make so far an agreed partition, it is effective as against other heirs who were parties to subsequent par-tition proceedings wherein the grantee was a party, but nothing was set off to him, although they did not join in such deed.

SUPERIOR COURT. Room 1-James M. Winters, Judge Pro Tem. 44081. August B. Meyer et al. vs. Lewis Brown et al.; mechanic's lien. Consolidated 44104. Willis P. Maine vs. Ritta M. Oliver et al.; mechanic's lien. Demurrer of Foster & Bennett Lumber Company to cross-complaint of Cleaveland Fence Company sustained and ex. judgment thereon. Also judgment for Cleaveland Fence Company vs. defendant, W. W. Hubbard, for \$92. Other claims settled. Cleaveland Fence Company appeals to general term. 44087. August B. Meyer et al. vs. Alvin Davis et al.; mechanic's lien. Cause con-

solidated with No. 44101.
44101. Willis P. Maine vs. Ritta M. Oliver et al.; mechanic's lien. Demurrer of Foster & Bennett Lumber Company to cross-complaint of Cleaveland Fence Company sustained and ex. cause dismissed.
James W. Jacobs vs. Ida M. Jacobs; divorce. Decree granted plaintiff. Oliver C. Myers et al. vs. Magdalena Eber-

hardt. Street sprinkling lien, Almira Whittemore, Trustee, vs. Caroline Boose et al.; foreciosure. Dismissed and

Room 2-James W. Harper, Judge Emma W. Sturm vs. Charles F. Koller et al. Dismissed by agreement at defend-Martha Brown vs. Ingram Fletcher, et al.

Jonathan Conkle vs. Lucy Jane Conkle; divorce. Dismissed and costs paid. Wilson S. McMillan vs. William H. Wishard. Dismissed by plaintiff at defendant's Otto H. Hasselman vs. Charles Walcott et al. Dismissed by plaintiff at plaintiff's

Dismissed for failure to prosecute, at plain-

Emil M. Mayer vs. James Smith. Cause dismissed by plaintiff at plaintiff's cost.
Richard H. McCray vs. Carl F. Dxss.
Cause dismissed by plaintiff and costs

Rachel Jordon vs. Wesley Jordon; di-vorce. Dismissed by court for failure to Jacob Shire vs. Hunt Soap Company et al. Cause dismissed at plaintiff's cost. The Fidelity B. of S. W. vs. Eli Hiatt et

al; foreclosure of mortgage. On trial by Room 3- Pliny W. Bartholomew. Judge. National State Bank of Terre Haute vs. Kentucky and Indiana Hedge Company; on notes. On trial by jury.
Oliver C. Myers vs. Louis Hollweg;
sprinkling lieb. Dismissed and costs paid.

New Suits Filed. quitable Saving and Loan Association vs. Lucila Irick et al.; foreclosure of mortgage. Room 3. Sarah E. Hailman vs. George F. Hailman; divorce. Room 2. Clarence C. Johnson vs. Maud Johnson: John T. Thornbrough vs. Mary Keith et d.; mechanic's lien. Room 2. George Hitz et al. vs. Daniel H. Elwanger et al.; on account. Room 1.

John Pickens et al. vs. J. B. Gambold: street improvement. Room 3. CIRCUIT COURT. Edgar A. Brown, Judge. Edgar P. Smith vs. Citizens' Street-railroad Company; damages. Jury out. City Railway Company vs. The Citizens' Street-railroad Company et al. Defeudants file petition and bond for removal to

State of Indiana ex rel. James W. Stout

ve. John O. Henderson, Auditor of State; mandamus, Argument on demurrer to petition and alternative writ.

United States Circuit Court.

PERSONAL AND SOCIETY. The engagement is announced of Miss Mayme Cargett and Mr. Rollin Stiltz, jr. Mr. J. S. Cruse and family and Mr. De-

Winter and family, will go to Chicago today to spend ten days. Mrs. Oliver Brumbach, of Toledo, O., is visiting her parents. Mr. and Mrs. Simeon Carey, on North Pennsylvania street. Miss Dora Burroughs, from New Castle,

has been visiting her cousin, Miss Routh. on College avenue, during the past week. Mr. and Mrs. John S. Spann and son Harry have returned from an extended visit to California and other Pacific States. Mr. and Mrs. John McClure Wiley, of Buttalo, are visiting Mrs. Wiley's parents, Mr. and Mrs. John J. Cooper, on North Meridian street.

Mrs. Mary Hubbard Johnston, of Des Moines, Ia., and Mr. Louis Hubbard, of Kansas City, are visiting their father, Mr. William S. Hubbard, and family. Mr. and Mrs. D. T. Bacon left yesterday for Chicago, accompanied by the latter's mother and sister, Mrs. and Miss Mosgrove,

of Urbana, O., who have been visiting Mrs. Mrs. E. S. Field and family, who have been spending a year here with Mrs. Field's father, Mr. W. S. Hubbard, will go to Chiengo next month to spend a few weeks, en

route to ber home in California. Mrs. J. R. Bloom, of Fond du Lac, formerly of this city, is visiting friends bere. Friday afternoon, from 3 to 5 o'clock, Mrs. Bloom will be at home informally with Mrs. C. J. Buchanan, at No. 953 North Del-

Invitations have been issued to the wedding of Miss Caroline Cooper and Mr. Earl Mac Kelly Ogle, on Wednesday, June 7, at the home of the bride's parents, Mr. and Mrs. John J. Cooper, No. 400 North Meridian street, at 12 o'clock.

invitations have been sent to a large pumber of friends in this city for the Biya Mawr commencement parties and exer-

Landers and Misses Emma and Fannie Atkins, of this city, are among those who are to be graduated.

Mrs. May Wright Sewall will return from the Chicago Woman's Congress to-morrow morning. Mrs. Sewall will be at home in the afternoon for her usual Wednesday reception, from 5 to 5 o'clock, and will be assisted by Madame Isabelle Bogelot, of Paris, France, and Mrs. Florence Fenwick Miller, of London, England.

LOWERING THE TUNNEL.

Board of Works Designates How It Shall Be Done by the Street-Car Company.

The Board of Public Works addressed a letter to President Mason, of the Citizens' Street-railway Company, yesterday, in which it granted to the company permission to lower the floor of the Illinois-street tunnel so as to admit of the passage of electric cars, subject to certain conditions, which the board will name later. The communication asked the representatives of the company to meet with the board at 10 o'clock this morning for the purpose of discussing them, and they will do so.

The board took the above action at the recommendation of the city engineer, who

has made a careful survey of the situation as contemplated by the plans of the compast week, with the following changes: That the grade of the north approach be in-creased from 7.25 per cent. to 7.45 per cent., to avoid lowering the tracks at the top of the ap-

That the position of gratings or sewer inlets shown on the plan at the north end of the north approach be moved south at least forty feet to prevent any water from Illinois street entering That the manhole at the south end of the tun-nel be reconstructed and a hinged cut-off valve

be placed to prevent any back-water from Southstreet sewer when running full.

That the floor of the tunnel be paved with brick or other suitable material.

That the coal tar which has collected in the South-street sewer to a depth of six or eight inches from the gas company's sewer be removed, to give increased capacity and lower the hydraulic grade of the South-street sewer.

The written permission which will be handed the company, should it agree to the changes named, is one which has been prepared by the city attorney, and is so worded that it will be evidence that the city does not recede from any position which it has assumed towards the Citizens'

As the changes named are not such as to materially alter the original plans of the company they will be accepted, and work on it will be begun almost immediately. No Changes Contemplated.

For the past two days there have been rumors abroad to the effect that there was to be a reorganization of the Citizens' company, but if such is the case it is most emphatically denied by its officers. Everything is said to be running along in a smooth groove, and the officials say there are no changes contemplated.

INDIANA FAIRS.

The following is a list, with dates, of the various fairs of Indiana:

July 4 and 5-Bedford Fair and Trotting Association; Frank O. Stannard, sec.

Aug. 7 to 11-Bridgeton Union Agricultural Society;
Bridgeton; F. M. Miller, sec.

Aug. 7 to 11-Tipton County Fair Company; Tipton;
W. R. Oglesbay, sec.

Aug. 8 to 11-Wayne County Fair Association; Hagerstown; J. F. Hartley, sec.

Aug. 8 to 11-Henry, Madison and Delaware Agricultural Society; Middletown; F. B. Miller, sec.

Aug. 8 to 11-Jennings County Joint Stock Agricultural Association; North Vernon; Wm.G.Norris, sec.

Aug. 14 to 18-Delaware Agricultural and Mechanical; Muncle; M. S. Claypool sec. Aug. 14 to 18—Belaware Agricultural and Mechanical; Muncie; M. S. Claypool sec.

Aug. 14 to 18—Hamilton County Agricultural Association; Sheridan; W. J. Woods, sec.

Aug. 15 to 18—Jefferson County Fair Association;
Macison; S. E. Haigh, sec,

Aug. 21 to 26—Oakland City Agricultural and Industrial Society; Oakland City; W. C. Miller, sec.

Aug. 21 to 25—Hancock County Agricultural Society: Greenfield, Marion Steele sec. ciety; Greenfield; Marion Steele, sec.

Aug. 21 to 25—Parke County Agricultural Association; Rockville; J. E. Allen, sec.

Aug. 21 to 26—Daviess County fair; Washington; W. F. Axtell, sec. Aug. 22 to 25-Washington County Fair Association; Salem: E. W. Menaugh, sec.

Aug. 28 to Sept. 2—Clinton County Agricultural Society; Frankfort; Joseph Heavilow, sec

Aug. 28 to Sept. 2—Harrison county fair; Corydon; Aug. 28 to Sept. 2—Harrison county fair; Corydon; D. F. Hurst, sec.
Aug. §28 to Sept. 2—Warren County Agricultural Association; Boonville; Wm. L. Barker, sec.
Aug. 28 to Sept. 2—Clara County Agricultural Associatio; Charlestown; J. M. McMillan, sec.
Aug. 29 to Sept. 1—Switzerland and Ohlo Agricultural Society; East Enterprise; W. H. Madison, sec.
Aug. 20 to Sept. 2—Johnson County Agricultural Association; Franklin, W. S. Venne, sec.

Aug. 29 to Sept. 2—Johnson County Agricultural Association; Franklin, W. S. Young, sec.

Aug. 29 to Sept. 2—Decator County Agricultural Society; Greensourg; Ed Kessing, sec.

Aug. 29 to Sept. 2—Randolph Union Agricultural Society; Winchester; D. E. Haufman, sec.

Aug. 29 to Sept. 2—Grange Jubilee and Agricultural Association; Wirt Station; T. H. Watlington, sec.

Sept. 4 to 9—Floyd County Fair Association; New Albany; C. W. Schindler, sec

Sept. 4 to 8—Beaton and Warren Agricultural Association; Boswell; W. H. McKnighi, sec.

Sept. 4 to 8—Spencer County Agricultural and Industrial Society? Chrisney; P. C. Jolly, sec.

Sept. 4 to 8—Tippecanoe County Agricultural Association; Lafayette; A. Wallace, sec.

Sept. 4 to 9—Pike County A ricultural Association; Petersburg; T. W. Brumfield, sec. Petersburg; T. W. Brumfield, sec.
Sept. 5 to 9 - Shelby County Joint Stock Association
Shelbyville; E. E. Stroup, sec.
Sept. 3 to 8 - Putnam Agricultural Association; Bainbridge; A. R. Allison, sec.
Sept. 4 to 9—Sullivan County Agricultural Associa-

Sept. 4 to 9—Sunivan County Agricultural Association; Sullivan; Een J. Davis, sec.

Sept. 11 to 15—Montgomery Union Agricultural Society; Crawfordsville; W. W. Morgan, sec.

Sept. 12 to 15—Newton County Agricultural Association; Morocco; G. W. Royster, Sec.

Sept. 11 to 16—Fairmount Fair; Fairmount; J. D. Sept. 11 to 16-Gibson County Fair Association;
Princeton; S. Vet. Strain, sec.
Sept. 12 to 15-Rush County Agricultural Society;
Rushville; J. Q. Thomas, sec.
Sept. 12 to 15-Washington County Fair Association; Sept. 12 to 15—Washington County Fair Association;
Pekin; R. E. Eirod, sec.
Sept. 12 to 16—Warren Tri-County Agricultural
Society; Warren; John H. Thompson, sec.
Sept. 12 to 16—Bedford Fair Association; Bedford;
Frank Stannard, sec.
Sept. 18 to 28—Indiana State fair; Indianapolis;
Charles F. Kennedy, sec.

Sept. 18 to 23-Perry Agricultural and Mechanical Association; Rome; W. Wheeler, sec. 23-Greene County field; T. T. Pringle, sec. Sept. 19 to 22—Wabash County Fair Association;
Wabash; G. B. Fawley, sec.
Sept. 19 to 22—Marshall County Agricultural and
Industrial Asso't'n; Plymouth; S. N. Stevens, sec,
Sept. 19 to 22—Porter County Agricultural Society;
Valparaiso; E. S. Beach, sec.
Sept. 19 to 22—Steuben County Agricultural Association; Angela; H. L. Huston, sec.
Sept. 18 to 22—Fountain, Warren and Vermillion Sept. 18 to 22-Fountain, Warren and Vermillion Agricultural Association; Covington; W. T. Ward,

Sept. 25 to 29-Eastern Indiana Agricultural Association; Kendaliville; J. S. Conlogue, sec. Sept. 25 to 30-Spencer County Fair Association; Rockport; C. M. Partridge, sec. Sept. 25 to 29-Vermillion County Fair Association; Sept. 25 to 29—Verminion County Fair Association; Cayuga; J. S. Grondyke, sec. Sept. 25 to 29—Jay Co nty Agricultural and Joint Stock Company; Portland; G. W. Burgman, sec. Sept. 26 to 29—Tri-County Agricultural Society; North Manchester; D. W. Krisher, sec. Sept. 26 to 29—Jackson County Fair Association; Sey-mour; C. A. Saltmarsh, sec. Sept. 26 to 30—Monroe County Agricultural Association; Bloomington; C. R. Worrall, sec. Sept. 27 to 29—Bremen Agricultural Society; Bremen; I. L. D. Lesler, sec. Sept. 26 to 30—The Southern Indiana District Fair Association: Mt. Vernon: C. W. Lichtenberger, sec. Sept. 25 to 29—Poplar Grove A., H. and M. Associa-tion: Poplar Grove; R. T. Barbour, sec. Oct. 2 to 5—Eikhart County Agricultural Society Goshen; E. E. Drake, sec. Oct. 2 to 6—Lagrange Fair Association; Lagrange;

C. H. Smith, sec. Oct. 3 to 7-Huntington County Agricultural Society; Huntington; H. M. Purviance, sec. Oct. 3 to 6—Lake County Agricultural Association; Crown Point; W. C. Nicholson, sec. Oct. 3 to 6-Maxinkuckee Agriculta Culver Park; E. S. Freeze, sec. Oct. 3 to 7-Vermillion County Joint Stock Associa-Oct. 3 to 7—Vermillion County Joint Stock Association; Newport; J. Richardson, sec.
Oct. 3 to 6—Marshall County Agricultural and Industrial Associatin; Plymouth; S. N. Stephens, sec.
Oct. 4 to 7—Whitley County Joint Association; Columbia City; F. J. Heller, sec.
Oct. 9 to 14—Knox County Agricultural and Mechanical Society; Vincennes; J. W. Ellison, sec.
Oct. 6 to 13—Northeastern Indiana Agricultural Association; Waterloo; J. G. Johnson, sec.
Oct. 10 to 13—The Bourbon Fair Association; Bourhon: G. D. Fitinger sec. bon; G. D. Ettinger, sec. Oct. 11 to 13-Farmers' Unein Fair Association; New

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Syrup of Figs is for sale in 50c and \$1 bottles by all leading druggists. Any reliable druggist who may not have it on hand will procure it promptly for any one who wishes to try it. Do not accept any

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THE AMERICAN NEWSPAPER Publishers' Association, of which this paper is a member, has a standing offer of a gold medal, valued at \$50, to be awarded to any one who invents any mechanical device whereby the process of producing newspapers is cheapened, or that will be in any way a benefit to publishers.

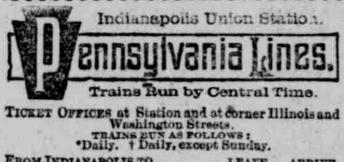
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"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected Cocoa, Mr. Epps has provided our breakfast tables with a delicately flavored beverage which may save us many heavy doctors bills. It is by the Judicious use of such articles of diet that a constitution may be gradually built up until strong enough to resist every tendency to disease. Hundreds of subtle maladies are floating around us ready to attack wherever there is a weak point. We may escape many a fatal shaft by keeping ourselves well fortified with pure blood and a properly nourished frame."—Civil Service Gazette, Made simply with boiling water or milk. Sold only in half-pound tine, by grocers, labeled thus: JAMES EPPS & CO., Homosopathic Chemists, London, England.

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FROM INDIANAPOLIS TO LEAVE ARRIVE Columbus, Ind. and Louisville. *3.55 am *12.15 am Philadelphia and New York.... *5.00 am *10.15 pm Saltimore and Washington * 5.00 am *10.15 pm Dayton and Springfield...... *5.00 am +10.15 pm Richmond and Columbus, O.... +8.00 am +3.20 pm Martinsville and Vincennes.... *8.00 am *5.15 pm Martiosville and Vincennes... *8.00 am *5.15 pm Madison and Louisville... t8.05 am t6.00 pm Dayton and Columbus... *11.45 am *7.55 am Logansport and Chicago... *11.50 am *3.55 pm Philadelphia and New York... *3.00 pm *12.50 pm Baltimore and Washington... *3.00 pm *12.50 pm Dayton and Springfield... *3.00 pm *12.50 pm Knightstown and Bichmond... t4.00 pm *12.50 pm Columbus, Ind., and Louisville. *4.00 pm *19.00 am Columbus, Ind., and Madison... *4.00 pm *9.40 pm Columbus, Ind., and Madison... *4.30 pm *10.30 am Martinsville and Vincennes... *4.40 pm *10.15 am Piftsburg and East... *5.30 pm *11.40 am Dayton and Kenia... *5.30 pm *11.40 am Columbus, Ind., and Louisville... *9.45 pm *3.50 pm Logansport and Chicago... *12.30 am *3.45 am

VANDALINE TO ST. LOUIS AND THE WEST. From Indianapolis Union Station Trains leave for St. Louis 7:30 am., 11:50 am.,

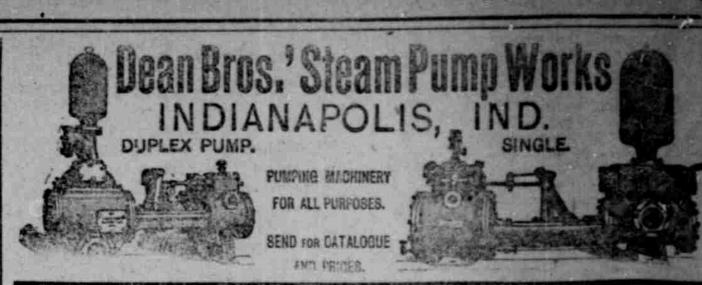
1:00 pm., 11:00 pm. Trains connect at Terre Haute for E. & T. H. points. Evansville sleeper on 11:00 p. m. train. Trains arrive from St. Louis 3:30 am., 4:50 am., 2:50 pm., 3:20 pm., 7:45 pm.
Terre Haute and Greencastle accommodation arrives at 10:00 am., and leaves at 4:00 pm. Sleeping and Parlor Cars are run on through trains. Dining Car on trains 20 and 21.

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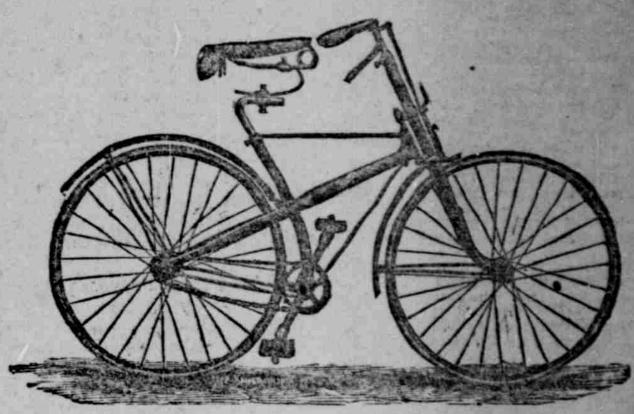
CARAH C. HOWLETT VS. WM. L. GILKEY Notice is hereby given that, pursuant to the order of Marion Superior Court, Room 1, the undersigned, Harry Bowser, as Receiver for the Occidental Veterieary Remedy Company, will proceed to seil at public auction, to the highest and best bidder, all of the property and assets of whatsoever description owned by said Oceidental Veterinary Remedy Company, including the trade marks and good will of said business which have come to the possession of said Re-ceiver, and which are set forth in the inventory and ceiver, and which are set forth in the inventory and appraisement filed by said Receiver in the above-named court. Said sale to take place on Saturday, the 28th day of May, 1898, at the business office of said company, Nos. 13, 15 and 17 McNabb street. Indianapolis, Ind. The terms of said sale to be one-half cash on day of sale, and one-half in three months thereafter, the deferred payment to be secured by promissory note payable in bank, with good security to be approved by the Court. Said sale to be reported to and approved by the Court above named.

HARRY BOWSER, Receiver. Fishback & Kap es, Attorneys.

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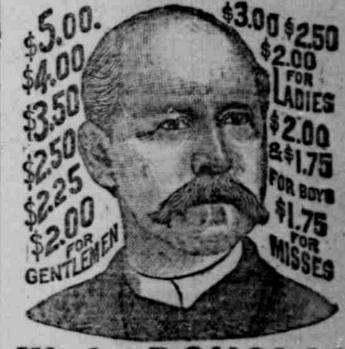
Sealed Proposals.

Notice is hereby given that scaled proposals will b received from publishers, authors or compilers, by the State Board of Education of Indiana, sitting as a Board of Schoolbook Commissioners, to furnish an Intermediate Grammar to the School Trustees of Indiana for use in the common schools of said State, for a period of five years, as provided by a law passed by the General Assembly of Indiana, on the 25th day of February, 1883, and supplemented by an act passed

March 1, 1898.

Such bids will be opened on the 12th day of June, 1893, at 10 o'clock a. m., at the office of the Saperintendent of Public Instruction, in the city of Indianapolis, Indiana, said Board reserving the right to re-A copy of said law, and of blanks for proposais, contracts, bonds, affidavits, etc., will be furnished to prospective bidders upon application to said Board.

HERVEY D. VORIES, President.



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